



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

RFP Number: 2006-100-02	RFP Title: Jefferson County Permanency Pilot Project
RFP Due Date and Time: March 10, 2006 by 12:00 p.m., CST	Number of Pages: 28

PROCUREMENT INFORMATION	
Procurement Officer: Starr Stewart	Issue Date: January 31, 2006
Phone: (334) 353-4744 E-mail Address: ssstewart@dhr.state.al.us Website: http://www.dhr.Department.al.us	Issuing Division: Family Services Division
INSTRUCTIONS TO VENDORS	
Return Proposal to: Starr Stewart – Policy, Planning and Research Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	Mark Face of Envelope/Package: RFP Number: 2006-100-02 RFP Due Date: March 10, 2006 Special Instructions:
VENDOR INFORMATION	
<i>(Vendor must complete the following and return with RFP response)</i>	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number:	Vendor FAX Number:
Vendor Federal I.D. Number:	Vendor E-mail Address:
Proposal is original or copy. Indicate: <input type="checkbox"/> Original <input type="checkbox"/> Copy	
Trade Secret Declarations: <u>(reference section/page(s) of trade secret declarations)</u>	

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VENDOR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the ALABAMA DEPARTMENT OF HUMAN RESOURCES

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the mandatory pre-proposal conference.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date(s) listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Department's website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the Department's website for RFP addenda.** It is the Vendor's responsibility to check the Department's website at www.dhr.state.al.us for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Vendor's Response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.state.al.us as detailed in Section 1.3.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT	DATE
RFP Issue Date.....	January 31, 2006
Deadline for Receipt of Written Questions.....	February 14, 2006
Deadline for Posting of Written Responses to Questions	February 24, 2006
RFP Response Due Date.....	March 10, 2006
Evaluation and Selection of Proposals.....	March 24, 2006
Intended Date for Notice of Intent to Award a Contract	March 31, 2006
Meeting with Selected Vendors	April 11, 2006

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) invites you to submit a proposal to address the permanency needs of 50 children or youth in residential and therapeutic foster care (TFC) placements in Jefferson County, Alabama. The selected Vendor(s) must work closely with the residential or TFC Vendor in coordinating the treatment plans of the family and child(ren)/youth and must keep the Individual Service Planning (ISP) team abreast of progress in or barriers to reunification or permanency placement. Proposals must explain the Vendor’s expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the accomplishment of stepping children down in the restrictiveness of placement through intensive treatment services in the home. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of **seventeen months** from the date of contract execution beginning **May 01, 2006** and ending **September 30, 2007**.

1.1.1 CONTRACTUAL CONDITIONS

Vendors accomplishing a higher rate of stabilization may receive additional slots, if needed; and vendors not meeting this threshold may receive a reduction in the contracted slots that they may provide.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until a Vendor is selected and the selection is announced by the procurement officer, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact may disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

<i>Procurement Officer:</i>	Starr Stewart – Policy, Planning, and Research
<i>Address:</i>	Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, Alabama 36130-4000
<i>Telephone Number:</i>	(334) 353-4744
<i>E-Mail Address:</i>	ssstewart@dhr.state.al.us

1.3 REQUIRED REVIEW

1.3.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions of this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

1.3.2 FORM OF QUESTIONS

Vendors with questions requiring clarification or interpretation of any section within this RFP have two opportunities to submit questions and receive formal, written replies from the Department. Questions submitted on or before February 14, 2006, will be answered no later than February 24, 2006. Each question must be submitted to the procurement officer via email and provide clear reference to the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.3.3 DEPARTMENT'S ANSWERS

The Department will provide an official written answer by February 24, 2006, to all questions received by February 14, 2006. The Department's response will either provide clarification of the applicable issue or be in the form of a correction, for any answers that substantially modify the RFP. Vendor questions and the Department's responses, as well as any formal written addendum, will be posted on the Department's website along with the RFP at www.dhr.state.al.us by the close of business on the date listed.

1.4 GENERAL REQUIREMENTS

1.4.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, Vendor agrees to acceptance of the standard terms and conditions as set out in this RFP. Requests for additions or exceptions to the standard terms and conditions are not allowed. Where there are discrepancies found among the documents, the contract terms and conditions will take precedence over those of this RFP, and the RFP terms and conditions will take precedence over those within the Vendor proposal.

1.4.2 DISCLOSURE STATEMENT

Alabama law provides that a foreign corporation (an out-of-Department company/firm) may not transact business in the Department of Alabama without submission of a completed Disclosure statement to the Alabama Division of Purchasing. Disclosure statements may be downloaded from the Alabama Purchasing website at www.purchasing.state.al.us.

1.4.3 MANDATORY REQUIREMENTS

All requirements set forth in this procurement are considered mandatory. To be eligible for consideration, a Vendor's proposal must meet all requirements in this RFP. The Department will determine whether a Vendor's RFP response complies with the requirements. RFP responses that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.4.4 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, Vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.6 PRIME CONTRACTOR/SUBCONTRACTORS

If a contract is awarded, the Vendor selected to be the prime contractor must be responsible in total for all work of any subcontractors. The Vendor must not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. The Vendor must be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Vendor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP must create any contractual relationships between any subcontractor and the Department.

1.4.7 VENDOR'S SIGNATURE

The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the Department from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.8 OFFER IN EFFECT FOR 180 DAYS

A proposal may not be modified, withdrawn or canceled by the Vendor for a 180-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Vendor so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 ORGANIZATION OF PROPOSAL

Vendors must submit a signed copy of the RFP cover sheet and the Proposal Compliance Checklist form attached as Appendix B to respond to this RFP. Vendors must label each RFP response item with the associated RFP section and subsection numbers.

1.5.2 FAILURE TO COMPLY WITH INSTRUCTIONS

The Department may deem non-responsive, and thus disqualify from further consideration, any proposals that do not follow the instructions set out in this RFP or are missing any requested information.

1.5.3 COPIES REQUIRED

Vendors must submit the following versions of their Price Sheets and Technical Proposal documents to Policy, Planning and Research:

- One (1) original document with original signatures in ink;
- Seven (7) hard copies of the original paper document;
- One (1) electronic (PDF preferred) copy of the document on CD, DVD, or floppy disk clearly labeled with the Vendor name.

1.5.4 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP 2006-100-02. *Proposals must be received at the receptionist's desk of the Planning Division by 12:00 p.m. on **March 10, 2006**. Facsimile responses to requests for proposals are NOT accepted.*

1.5.5 LATE PROPOSALS

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It must be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 DEPARTMENT NOT RESPONSIBLE FOR PREPARATION COSTS

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the Department are entirely the responsibility of the Vendor. The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

1.6.2 ALL TIMELY SUBMITTED MATERIALS BECOME DEPARTMENT PROPERTY

All materials submitted in response to this RFP become the property of the Department and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the Department and Vendor resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.) and 45 CFR 74.40 through 74.48. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies.

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person must be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama Department Constitutional or statutory law; nor must they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department must, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 PUBLIC INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the signing of contracts. The sole exceptions to this are as follow: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any company financial information requested by the Department to determine Vendor responsibility, unless prior written consent has been given by the Vendor.

2.3.2 PROCUREMENT OFFICER REVIEW OF PROPOSALS

Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal;

- The proposal does not contain confidential material in the cost or price section;
- An affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. Counsel must use the Department "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is included in this RFP as Appendix C.

Information separated under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 INITIAL CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive at any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

2.4.2 EVALUATION OF PROPOSALS

The evaluation committee will evaluate the remaining proposals and recommend whether to award a contract or, if necessary, to seek discussion/negotiation of a best and final offer in order to determine the Vendor. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the Department.

2.4.3 COMPLETENESS OF PROPOSALS

Selection and award will be based on the Vendor's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by the Department in this RFP. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation of a "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

2.4.5 OPPORTUNITY FOR ADDITIONAL INFORMATION

The Department reserves the right to contact any Vendor submitting a proposal for the purpose of clarifying issues in that Vendor's proposal. Vendors should clearly designate in their proposal a point-of-contact for questions or issues that arise in the Department's review of a Vendor's proposal.

2.4.6 BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the Department under the RFP process, which permits the Department to request a "best and final offer" from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking

that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes. The Department reserves the right to request a “best and final offer” for this RFP, based on price/cost alone.

2.5 DEPARTMENT’S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon a determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP, if it is deemed by the Department to be in its best interest to do so;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor’s proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP. Amendments to the RFP will be made by written addendum issued by the Department and will be posted on the Department’s website at www.dhr.state.al.us;
- Not award if it is in the best interest of the Department not to proceed with contract execution;
- If awarded, terminate any contract if the Department determines adequate Department funds are not available.

All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor’s Office.

SECTION 3: SCOPE OF THE PROJECT

3.0 PROJECT OVERVIEW

The purpose of the Jefferson County Permanency Pilot Project is to address the permanency needs of 50 children or youth in residential and therapeutic foster care (TFC) placements in Jefferson County, Alabama. The children/youth and families to be served by this project may have a history of the following behaviors to include, but not limited to: aggression; substance misuse; runaway; unruly behavior; problematic sexual behavior; unstable family patterns; stealing/lying; property destruction; and/or serious emotional disturbance. The selected Vendor(s) must work closely with the residential or TFC Vendor in coordinating the treatment plans of the family and child(ren)/youth and must keep the Individual Service Planning (ISP) team abreast of progress in or barriers to reunification or permanency placement. Proposals must explain the Vendor's expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the accomplishment of stepping children down in the restrictiveness of placement through intensive treatment services in the home.

3.1 SERVICE REQUIREMENTS

3.1.1 IN-HOME SERVICES

The Vendor must be able to provide intensive in-home services and therapy to families to facilitate the transition of the children/youth identified as ready to return home or to another permanent living arrangement from their out-of-home placement. Each family must be provided 24-hour emergency assistance seven (7) days per week, and family therapy will be provided as many times per week as deemed necessary and as set forth by the ISP team. All treatment and referrals should be coordinated through the family's ISP team. Therapy should be based on a thorough assessment of all factors and domains affecting the child/youth and family.

All Vendors submitting proposals should detail how they can accomplish this holistic approach to serving the families while the children/youth remain in out-of-home placements and then for providing continuing services once the child/youth is placed in the permanent living environment. Treatment with the family after the placement is expected to last from six months to twelve months, depending upon need and the decisions of the ISP team, but may be adjusted upward or downward for the same reasons. Support and training offered to line treatment staff must be clearly delineated by respondents to this RFP as to frequency and type.

3.1.2 ASSESSMENT

Assessments must include evaluations of the best placements for individual children as well as their families' capacities to care for them.

3.1.3 INDIVIDUAL SERVICE TIMELINES

Vendor must address the estimated time that each family may require for such services and what measure will be used to determine when families may be discharged from the program.

3.1.4 PROGRAM OUTCOMES

It will be expected that each re-unification or placement in a permanent living environment be supported by services to support the placement. It is a requirement that at least 70% of children placed in permanent living environments and supported by services offered through proposals

responding to this RFP remain stable at the one-year anniversary of their discharge from the program. Proposals must indicate what remedial measures a program will take if these outcomes are not attained.

3.1.5 EVIDENCED BASED SERVICES

Vendors accomplishing a higher rate of stabilization may receive additional slots, if needed; and Vendors not meeting this threshold may receive a reduction in the contracted slots that they may provide.

3.1.6 ACCEPTANCE/REJECTION OF REFFERALS POLICY

Vendors must clearly define the acceptance and rejection criteria, and scores of proposals will be affected by responses in this area.

3.1.7 QUALITY ASSURANCE PLAN

Vendors must provide a clearly identified quality assurance plan that will be implemented by the program, including an acceptance-and-rejection-of-referrals policy.

3.1.8 TRACKING AND REPORTING

Each proposal must contain specific language on how a Vendor will track the children or youth who have received services through their program and how they plan to report to the Department the statistics received from the tracking. Each proposal must clearly define how its quality assurance system will utilize the data retrieved from tracking to improve the quality of services.

3.1.9 AFTERCARE SERVICES

Each proposal should present clear, specific services that will provided to children and families once they have been discharged from the program. These aftercare services should be described as to type, frequency and duration. Each proposal should also describe crisis intervention services that will be provided during a family's tenure in the program, as well as post-discharge.

3.2 PROJECT WORK ENVIRONMENT

3.2.1 LOCATION OF WORK

The work for this project is to be performed in Jefferson and surrounding counties.

SECTION 4: VENDOR REQUIREMENTS

4.0 DEPARTMENT'S RIGHT TO INVESTIGATE AND REJECT

The Department may make such investigations as deemed necessary to determine the ability of the Vendor to perform the services specified in this RFP. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly qualified to carry out the obligations of the contract.

4.1 VENDOR INFORMATIONAL REQUIREMENTS

In determining the capabilities of a Vendor to perform the services specified herein, the following informational requirements must be met by the Vendor. Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the Department's information requirements.

As set out in Section 1.6.1 of this RFP, vendors must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP. Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the Department's sole discretion, result in the rejection of the Proposal.

4.1.1 MANDATORY VENDOR REQUIREMENTS

The proposing Vendor must provide a brief statement attesting that it meets all mandatory requirements, including:

- *Vendor must meet the deadline for receipt of proposal.*
- *Vendor must include a completed Taxpayer Identification Number form.*
- *Vendor must include a completed Disclosure Statement form.*
- *Vendor must provide an original proposal using the format described, with original signature of person(s) legally authorized to bind the applicant to the proposal, plus the required number of copies per RFP document.*

The Mandatory Vendor Requirements statement may refer the reader to other sections of the Vendor Proposal for further detail and documentation as appropriate to minimize redundancy. It is the Vendor's responsibility to fully and accurately communicate compliance with these mandatory requirements. Based on the content of the Vendor's proposal, the Department will independently determine whether these mandatory requirements have been met.

4.1.2 REFERENCES

The proposing Vendor must provide a minimum of three (3) client references. In addition, the Vendor must provide a list, if any, of all current contractual relationships with the Department and all those completed within the previous three-year period. These references may be contacted to verify Vendor's ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the

Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide (referencing the subsections in sequence):

- a) The company name of the reference;
- b) The location where the services were provided (city, state);
- c) Primary and secondary contact name, title, telephone number, and e-mail address of the client reference;
- d) A brief description of the project;
- e) Description of the Vendor's role in the project;
- f) Beginning and end dates of the project;

4.1.3 VENDOR PROFILE AND EXPERIENCE

The Vendor must specify how long the company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. The Vendor must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the accomplishment of stepping children down into a less restrictive placement through intensive treatment services in the home. The Vendor must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

4.1.4 STAFFING PATTERNS

Vendors must clearly identify the staffing patterns and qualifications, including education, licensure, and experience required for Administrative, Program and Treatment staff that will provide services to this population of children/youth and their families in the identified regions of Jefferson County. Include job descriptions for proposed positions. Describe in detail the level of education, experience and training possessed by management level staff in the provision of services identified in this RFP. Specify the organization's staff development program regarding orientation and on going training for all staff.

4.1.5 STAFF PERFORMANCE EVALUATIONS AND TRAINING

Vendors must outline on-going staff evaluation and training that will be provided to ensure up-to-date service delivery and aftercare.

4.1.6 BACKGROUND CHECKS

Describe in detail the steps that the program owners and/or administrators take to ensure that all staff, regardless of level, have not been the subject of any incident or investigation which would call into question the propriety of that employee's working with this population of children. Provide documentation that each employee has had a criminal background check. If an incident or allegation is reported, founded or unfounded, describe your organization's general procedure in this regard.

4.1.7 METHOD OF PROVIDING SERVICES

4.1.7.1 Service Delivery Approach The Vendor must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what

the Vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.

4.1.7.2 Internal Quality Assurance Methodology The Vendor must provide comprehensive narrative statements that set out the methodology and approach to be employed in evaluating service delivery.

4.1.7.3 Start-up Plan In this section, the Vendor must include a detailed project schedule that is comprised of the detailed work breakdown structure for the entire project. This section should also include any proposed additions to the tasks outlined in the scope of work.

4.1.7.4 Vendor Financial Stability Vendors must provide documentation of financial responsibility and stability by: (1) providing financial statements, preferably audited, for the three (3) consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by the most recent annual report.

4.2 VENDOR CERTIFICATIONS

4.2.1 REVOLVING DOOR POLICY

Certification must be provided that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.2 DEBARMENT

Certification must be provided neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.3 STANDARD CONTRACT

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPPA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.4 CHARITABLE CHOICE (APPLIES TO FAITH-BASED ORGANIZATIONS ONLY)

The vendor must not use funds received from the Department for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor will also serve all eligible members of the public without regard to their religious beliefs and, further, will not require

clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5 FINANCIAL ACCOUNTING

Certification must be provided that the vendor's accounting system is consistent with General Accepted Governmental Accounting Principles (GAAP). Further, the vendor maintains sufficient financial accounting records to allow the vendor to account for and document the source and application of all funds from all sources, including, as applicable, required matching funds.

SECTION 5: COST PROPOSAL

5.0 HOLDBACKS AND PRICING INFORMATION

As a guarantee for the delivery of services required by this RFP, and the acceptance by the Department of those services in accordance with the specifications set forth in the RFP, in the event the contractor fails to deliver or perform the said services to the Department's satisfaction, the Department reserves the right to withhold part or all of any funds committed by the Department under any contract that may result from a proposal submitted in response to this RFP and to cancel the said contract without any resulting liability, present and future, to the Department or to the State of Alabama.

5.1 COMPENSATION FOR SERVICES

5.1.1 FIXED PROJECT COST

Vendors are required to submit the total amount of compensation required to provide this placement. The compensation quote should be based on a daily or monthly cost rate per family and the total budget should be based on serving 25 families. It is anticipated that two contracts will be issued to serve approximately 50 children/youth and their families. Vendors must possess a thorough knowledge of Chapter 105 of the Medicaid Provider Manual. Vendors must certify that they have the capacity to bill Medicaid electronically for services authorized in the Individualized Service Plan (ISP), or that they have a letter of intent that states their plans to reach this goal prior to awarding a contract for fiscal years 2006 and 2007. It is an expectation of the Department that the Vendor recover 40% of their fixed rate through Medicaid Billing.

5.1.2 BUDGET

Vendors must submit two budgets with the proposal. The first budget must cover the time period of May 01, 2006 through September 30, 2006. The second budget submission must cover the time period of October 01, 2006 through September 30, 2007. The Department must not be responsible for any expenses of the Vendor. As such, the Vendor must include all expenses, including travel and lodging, when preparing their Cost Proposal.

Vendors must be very clear in the budget section as to a per diem rate for the cost of provision of the services identified.

5.1.3 EFFECTIVE PERIOD

A statement must be included on each page of the Price Sheet Template Part I that verifies that the prices quoted must be effective through September 30, 2007.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria based on a **maximum possible value of 100 points**. The **References, Vendor Profile and Experience, Method of Providing Services, Financial Stability and Compensation for Services** portions of the offer will be evaluated based on the following.

Category	Point Value
References	Pass/Fail
A. References Included with Vendor's Response	
Mandatory Vendor Requirements	Pass/Fail
A. Vendor Experience Minimums Met & Documented	
Vendor Profile and Experience	20% of points for a possible 20 points
A. Years and Applicability of Experience	20
Method of Providing Services	55% of points for a possible 55 points
A. Service Requirements	30
B. Vendor Informational Requirements	25
Financial Stability	Pass Fail
A. Financial Stability	Pass/Fail
Compensation for Services	25% of points for a possible 25 points
A. Fixed Project Cost	25

6.1 EVALUATION AND SELECTION PROCESS

The evaluation process is designed to award the contract to the Vendor with the best combination of attributes based upon the evaluation criteria including, but not limited to, cost.

The Procurement Officer must manage the proposal evaluation process and maintain proposal evaluation records. The evaluation committee comprised of state employees must be responsible for evaluating proposals.

6.1.1 REMOVAL OF NON-RESPONSIVE PROPOSALS

All proposals must be reviewed by the Procurement Officer to determine compliance with proposal requirements as specified in this RFP (Appendix B, Proposal Compliance Checklist). If the Procurement Officer determines that a proposal is not in compliance with one or more such requirements, those proposals will be deemed non-responsive and will be removed from the pool and not forwarded on to the following evaluation step.

6.1.2 VENDOR QUALIFICATIONS

Each member of the Evaluation committee must evaluate all responsive Vendor Informational Requirements (Section 4.1) and allocate points independent of other committee member input.

The Department reserves the right, at its sole discretion, to request clarifications of Vendor Informational Requirements or to conduct discussions for the purpose of clarification with any or all Vendors. The purpose of any such discussions must be to ensure full understanding of the proposal. Discussions must be limited to specific sections of the proposal identified by the evaluation committee. If held, the discussion must be after initial evaluation of Vendor Qualifications. If clarifications are made as a result of such discussion, the Vendor must put such clarifications in writing.

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor must not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract must be granted without prior written consent of the Department. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related

accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party must be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It must be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.state.al.us.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void must not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

APPENDIX B: PROPOSAL COMPLIANCE CHECKLIST

NOTICE TO VENDOR:

It is highly encouraged that the following checklist be used to verify completeness of Proposal content.

Vendor Name

Procurement Officer

Review Date

*Proposals for which **ALL** applicable items are marked by the Procurement Officer are determined to be compliant for responsive proposals.*

*The Evaluation Committee must review any applicable items that are **not** marked to determine if:*

- *the proposal sufficiently meets basic requirements;*
- *the State must request clarification(s) or correction(s); or,*
- *the State must deem the proposal non-responsive and reject it.*

*The Proposal Evaluation Team must attach a written determination for each applicable item that is **NOT** marked.*

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Physical Format and Section Content conforms to Requirements
<input type="checkbox"/>	2. Vendor proposal received on time at correct location.
<input type="checkbox"/>	3. Required number of proposal copies received.
<input type="checkbox"/>	4. Electronic versions of the proposal submitted on separate properly labeled disks.
<input type="checkbox"/>	5. The proposal includes a completed and signed RFP Cover Sheet.
<input type="checkbox"/>	6. The proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	7. Each proposal section is structured and labeled with the associated section and subsection of this RFP.
<input type="checkbox"/>	8. The proposal includes written confirmation that the Vendor must comply with all of the provisions of the RFP.
<input type="checkbox"/>	9. The proposal includes 3 client references (with all identifying information in specified format and order).
<input type="checkbox"/>	10. The proposal includes a brief Statement attesting that it meets all mandatory Vendor requirements.

<input type="checkbox"/>	11. The proposal includes a list of all State of Alabama contracts over the last 3 years (with all identifying information in specified format and order).
<input type="checkbox"/>	12. The proposal includes a detailed description of the proposed service delivery approach for the Jefferson County Permanency Pilot Project.
<input type="checkbox"/>	13. The proposal includes a project organization chart, which identifies the personnel that would be assigned to this contract (with all identifying information in specified format and order).
<input type="checkbox"/>	14. The proposal includes a narrative of the Vendor's proposed overall methodology (with all identifying information in specified format and order).
<input type="checkbox"/>	15. The proposal includes a narrative of the Vendor's proposed Development and Internal Quality Assurance methodology (with all identifying information in specified format and order).
<input type="checkbox"/>	16. The proposal includes a narrative of the Vendor's proposed Work Plan.
<input type="checkbox"/>	17. The proposal includes required supporting documentation of financial stability.
	18. The proposal includes a completed Disclosure Statement Form.
<input type="checkbox"/>	19. The proposal includes a completed Affidavit For Trade Secret Confidentiality.

**APPENDIX C:
AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

**Alabama Department of Human Resources
AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

DEPARTMENT OF _____)

.....
.....)ss.

County of _____)

_____ (Affiant), being first duly sworn under oath, and
representing _____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

.....
.....
.....
..... Affiant's Signature

Signed and sworn to before me on

.....

(date) by

.....

.....

(Affiant's name).

Name of Notary Public:

.....

.....

..... for the

Department of:

.....

.....

.....

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

My Commission Expires:

.....

.....

